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**Treasure Coast Homeless Services Council**

**FL-509**

**Homeless Management Information System**

**POLICIES AND PROCEDURES**

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# 1 Introduction

This document provides the framework for the ongoing operations of the TCHSCINC Homeless Management Information System Project (HMIS). The Project Overview provides the main objectives, direction and benefits of HMIS. Governing Principles establishes the values that are the basis for all policy statements and subsequent decisions.

Operating Procedures provides specific policies and steps necessary to control the operational environment and enforce compliance in

- Project Participation
- User Authorization
- Passwords Collection
- Entry of Client Data Release
- Disclosure of Client Data
- Server Security
- Server Availability
- Workstation Security
- Training
- Technical Support

## 2 Project Overview

The long-term vision of HMIS is to enhance Partner Agencies' collaboration, service delivery and data collection capabilities. Accurate information will put the Treasure Coast Homeless Services Council in a better position to request funding from various sources and help plan better for future needs.

The mission of the HMIS Project is to be an integrated network of homeless and other service providers that use a central database to collect, track and report uniform information on client needs and services. This system will not only meet Federal requirements but also enhance service planning and delivery.

The fundamental goal of HMIS is to document the demographics of homelessness in Indian River, Saint Lucie, & Martin Counties according to the HUD HMIS Standards. It is then the goal of the project to identify patterns in the utilization of assistance and document the effectiveness of the services for the client. This will be accomplished through analysis of data that is gathered from the actual experiences of homeless persons and the service providers who assist them in shelters and homeless assistance programs throughout the continuum. Data that is gathered *via* intake interviews and program participation will be used to complete HUD Annual Progress Reports. This data may also be analyzed to provide unduplicated counts and anonymous aggregate data to policy makers, service providers, advocates, and consumer representatives.

The project utilizes a web-enabled application residing on a central server to facilitate data collection by homeless service organizations across the county. Access to the central server is limited to agencies formally participating in the project and then only to authorize staff members who meet the necessary training and security requirements.

HMIS is staffed and advised by Treasure Coast Homeless Services Council, Inc. The Treasure Coast Homeless Services Council, Inc. Executive Director is the authorizing agent for all agreements made between Partner Agencies and Treasure Coast Homeless Services Council, Inc. The HMIS System Administrator is responsible for the administration of the central server and user and will also provide technology, training and technical assistance to users of the system throughout the continuum.

The Treasure Coast Homeless Services Council, Inc is responsible for oversight and guidance of HMIS. This group is committed to balancing the interests and needs of all stakeholders involved: homeless men, women, and children; service providers; and policy makers.

Potential benefits for homeless men, women, and children and case managers: Service coordination can be improved when information is shared among case management staff within one agency or with staff in other agencies (with written client consent) who are serving the same clients. Utilizing a coordinated intake and assessment in the HMIS system leads to proper referrals and finding appropriate housing options for homeless individuals.

Potential benefits for agencies and program managers: Aggregated, information can be used to develop a more complete understanding of clients' needs and outcomes, and then used to advocate for additional resources, complete grant applications, conduct evaluations of program services, and report to funding agencies, such as HUD. Appropriate referrals are immediately screened and accepted into programs.

Potential benefits for community-wide Continuums of Care and policy makers: Continuum-wide involvement in the project provides the capacity to generate HUD Annual Progress Reports for funding received under the Continuum of Care and allows access to aggregate information both at the local and regional level that will assist in identification of gaps in services, as well as the completion of other service reports used to inform policy decisions aimed at addressing and ending homelessness at local, state and federal levels.

### 3 Governing Principles

Described below are the overall governing principles upon which all decisions pertaining to HMIS are based.

Participants are expected to read, understand, and adhere to the spirit of these principles, even when the Policies and Procedures do not provide specific direction.

#### **Confidentiality**

The rights and privileges of clients are crucial to the success of HMIS. These policies will ensure Clients' privacy without impacting the delivery of services, which is the primary focus of agency programs participating in this project.

Policies regarding client data are founded on the premise that a client owns his/her own personal information and provide the necessary safeguards to protect client, agency, and policy level interests. Collection, access and disclosure of client data through HMIS will only be permitted by the Procedures set forth in this document.

#### **Data Integrity**

Client data is the most valuable and sensitive asset of HMIS. These policies will ensure integrity and protect this asset from accidental or intentional unauthorized modification, destruction or disclosure.

#### **System Availability**

The availability of a centralized data repository is necessary to achieve the ultimate continuum-wide aggregation of unduplicated homeless statistics. The System Administrator is responsible for ensuring the broadest deployment and availability for homeless service agencies.

#### **Compliance**

Violation of the policies and procedures set forth in this document will have serious consequences. Any deliberate or unintentional action resulting in a breach of confidentiality or loss of data integrity will result in the withdrawal of system access for the offending entity.

## 4 Roles and Responsibilities

### Treasure Coast Homeless Services Council, Inc.

#### HMIS Sub-Committee

- Project Direction and Guidance
- Technology Plan
- Selection of System Software
- Approval of Project Forms and Documentation
- Project Participation and Feedback
- Project Funding

#### TCHSC INC Executive Director

- Liaison with HUD
- Project Staffing
- TCHSC INC Signatory for Memorandums of Understanding
- Overall Responsibility for Success of HMIS

#### System Administrator

- Selection and Procurement of Server Hardware
- Hosting Facility Agreement
- Domain Registration
- Procurement of Server Software and Licenses
- End User Licenses (First 2 Years)
- Creation of Project Forms and Documentation
- Project Website
- Project Policies and Procedures and Compliance
- General Responsibility for Project Rollout
- Central Server Administration
- Server Security, Configuration, and Availability
- Setup and Maintenance of Hardware
- Installation and Maintenance of Software
- Configuration of Network and Security Layers Anti-Virus Protection For Server configuration System Backup and Disaster Recovery
- Keeper of Signed Memorandums of Understanding
- User Administration
- Add and Remove Partner Agency Technical Administrators
- Manage User Licenses
- System Uptime and Performance Monitoring
- Ongoing Protection of Confidential Data
- Curriculum Development
- Training Documentation
- Confidentiality Training
- Application Training For Agency Administrators and End Users
- Outreach/End User Support
- Training Timetable
- Helpdesk

- Adherence to HUD Data Standards
- Application Customization
- Data Monitoring
- Data Validity
- Aggregate Data Reporting and Extraction
- Assist Partner Agencies with Agency-Specific Data Collection and Reporting Needs (Within Reason and Within Constraints of Other Duties)

## Partner Agency (PA)

### Partner Agency Executive Director

- Authorizing Agent for Partner Agreement (Memorandum of Understanding)
- Designation of Technical Administrator
- Agency Compliance with Policies & Procedures
- Agency Level Reporting
- Each Partner Agency is responsible for ensuring they meet the Privacy and Security requirements detailed in the HUD HMIS Data and Technical Standards. Annually, Partner Agencies will conduct a thorough review of internal policies and procedures regarding HMIS.

### Partner Agency Technical Coordinator

- Authorizing Agent for Partner Agency User Agreements
- Keeper of Partner Agency User Agreements
- Keeper of Executed Client Informed Consent Forms
- Staff Workstations
- Internet Connectivity
- End User Adherence to Workstation Security Policies
- Detecting and Responding To Violations of the HMIS Policies and Procedures
- First Level End User Support
- Maintain Agency/Program Data in HMIS Application

### Agency Staff

- Safeguard Client Privacy' through Compliance with Confidentiality Policies
- Data Collection As Specified By Training and Other Documentation

## Ombudsperson

The President of the Treasure Coast Homeless Services Council, Inc. will serve as the Ombudsperson for HMIS participants. While every participant in the system, including clients, should have access to the ombudsperson, reasonable efforts should be made (and documented if possible) to obtain satisfaction by other means, including escalation within an agency and through Treasure Coast Homeless Services Council, Inc.

The current Ombudsperson may be contacted as follows:

# 5 Operating Procedures

## Project Participation

### Policies

- Agencies participating in HMIS shall commit to abide by the governing principles of HMIS and adhere to the terms and conditions of this partnership as detailed in the Memorandum of Understanding.

### Procedures

#### *Confirm Participation*

1. The Partner Agency shall confirm their participation in HMIS by submitting a Memorandum of Understanding to the HMIS System Administrator.
2. The HMIS System Administrator will obtain the signature of Treasure Coast Homeless Services Council Executive Director.
3. The HMIS System Administrator will maintain a file of all signed Memorandums of Understanding.
4. The HMIS System Administrator will update the list of all Partner Agencies and make it available on the HMIS website ([www.tchelpspot.org](http://www.tchelpspot.org)).
5. All Partner Agencies will be listed on the HMIS website.

#### *Terminate Participation*

1. The Partner Agency shall inform the HMIS System Administrator in writing of their intention to terminate their agreement to participate in HMIS.
2. The HMIS System Administrator will inform the Executive Director and update the Participating Agency List.
3. The HMIS System Administrator will revoke access of the Partner Agency staff to HMIS. Note: All Partner Agency-specific information contained in the HMIS system will remain in the HMIS system.
4. The HMIS System Administrator will keep all termination records on file with the associated Memorandums of Understanding.
5. When the HMIS System Administrator determines that a Partner Agency is in violation of the terms of the partnership, Executive Directors of Partner Agency and Treasure Coast Homeless Services Council, Inc. will work to resolve the conflict(s).
6. If Executive Directors are unable to resolve conflict(s), the Ombudsperson will be called upon to resolve the conflict. If that results in a ruling of Termination:
  - i. The Partner Agency will be notified in writing of the intention to terminate their participation in HMIS.



- ii. The HMIS System Administrator will revoke access of the Partner Agency staff to HMIS.
- iii. The HMIS System Administrator will keep all termination records on file with the associated Memorandums of Understanding.
- iv. The Partner Agency may appeal decision to the Ombudsperson for future participation in HMIS provided the Partner Agency has corrected the issues resulting in the initial termination ruling.

#### *Assign Site-Technical Coordinator*

1. The Partner Agency shall designate a primary contact for communications regarding HMIS on their Memorandum of Understanding.
2. The HMIS System Administrator will maintain a list of all assigned Partner Agency Technical Administrators.

#### *Re-Assign Technical Administrator*

1. The Partner Agency may designate a new or replacement primary contact in writing to the HMIS Administrator or the Treasure Coast Homeless Services Council Executive Director.

#### *Site Security Assessment*

1. Prior to allowing access to HMIS, the Partner Agency Technical Coordinator and the HMIS System Administrator will meet to review and assess the security measures in place to protect client data. The Partner Agency Executive Director (or designee) and Partner Agency Technical Coordinator will meet with a TCHSCINC staff member to assess the Partner Agency's information security protocols. This review shall in no way reduce the responsibility for Partner Agency information security, which is the full and complete responsibility of the Partner Agency, its Executive Director, and Technical Coordinator.
2. Partner Agencies shall have virus protection software on all computers that access HMIS.

## User Authorization & Passwords

### Policies

- Partner Agency staff participating in HMIS shall commit to abide by the governing principles of HMIS and adhere to the terms and conditions of the Partner Agency User Agreement.
- The Partner Agency Technical Administrator must only request user access to HMIS for those staff members that require access to perform their job duties.
- All users must have their own unique user ID and should never use or allow use of a user ID that is not assigned to them [see HMIS End User Agreement]
- Temporary, first time only, passwords will be communicated verbally via

telephone or in person to the owner of the user ID.

- User-specified passwords should never be shared and should never be communicated in any format.
- New user IDs must require password change on first use.
- Passwords must consist of at least 8 characters and must contain a combination of letters, numbers with at least one special character, a capital letter and number.
- For Agency Users (not including Partner Agency Technical Coordinator), passwords may be reset by the Partner Agency Technical Coordinator, but may be reset by the HMIS System Administrator.
- Three consecutive unsuccessful attempts to login will disable the User ID until the account is reactivated by a Partner Agency Technical Coordinator or the HMIS System Administrator.
- HMIS has enlisted the use of Static IP to comply with the Public Access baseline requirement in the HUD Data Standards.
- It is the responsibility of the partnering Agency to inform TCHSCINC about any changes to IP address information previously submitted and approved for authorized access to HMIS.

## Procedures

### *Workstation Security Assessment*

1. Prior to requesting user access for any staff member, the Partner Agency Technical Coordinator will assess the operational security of the user's workspace.
2. Partner Agency Technical Coordinator will confirm that workstation has virus protection properly installed and that a full-system scan has been performed within the last week.
3. Partner Agency Technical Coordinator will confirm that workstation has and Uses a hardware or software firewall.

### *Request New User ID*

1. When the Partner Agency Technical Coordinator identifies a staff member that requires access to HMIS, a request will be sent to the Executive Director of the Treasure Coast Homeless Services Council.
2. The staff member will be trained on the HMIS system by the HMIS Administrator.
3. The user must read, understand and sign the End-User agreement.
4. The System Administrator will create the new user ID as specified and notify the user ID owner.

### *Change User Access*

1. When the System Administrator determines that it is necessary to change a user's access level, the System Administrator will update the user ID as needed.

### *Rescind User Access*

1. The HMIS System Administrator reserves the right to terminate user licenses which are inactive for more than 90 days.
2. When any HMIS user breaches the End-User Agreement or violates the Policies and Procedures, or breaches confidentiality or security, the HMIS System Administrator will deactivate the user.

### *Reset Password*

1. If a user forgets their password, they can utilize the “forgot your password” link on the sign in page. Users will need to answer their security question to reset their password.
2. If a user forgets their security question or if they feel their account has been compromised, they must immediately inform the HMIS Administrator. The HMIS System Administrator will reset the user's password and notify the user of the new temporary password.

## Collection and Entry of Client Data

### Policies

- Client data will be gathered according to the policies, procedures and confidentiality rules of each individual program.
- Client data may only be entered into HMIS with client's authorization to do so.
- All universal and program data elements from the HUD HMIS Data and Technical Standards Final Draft should be collected, subject to client consent.
- Client data will only be shared with Partner Agencies if the client consents, has signed the Client Consent form, and the signed Client Consent form is available on record.
- Client data will be entered into HMIS in a timely manner. Client identification should be completed during the intake process or as soon as possible following intake and within 24 hours.
- Service records should be entered on the day services began or as soon as possible within the next 24 hours.
- All participating agencies will utilize the SPDAT assessment (appropriate for family type) for all homeless individuals. This will be utilized to determine vulnerability and placement into a housing option.
- All clients will be referred utilizing the referral mechanism in Clienttrack to the appropriate agency based on the needs of the clients.
- All client data entered into HMIS will be kept as accurate and as current as possible.
- Hardcopy or electronic files will continue to be maintained according to individual program requirements, and according to the current HUD HMIS Data Standards (attached).
- No data may be imported without the client's authorization.
- Any authorized data imports will be the responsibility of the Partner Agency.

- Partner Agencies are responsible for the accuracy, integrity, and security of all data input by said Agency.
- Our Continuum of Care is committed to entering client specific data into HMIS that is accurate, complete, and timely to ensure quality of data, and to provide reports to agency executive management, public policy decision makers, and all participating homeless service and housing providers.
- 
- Data quality of client specific data is essential to the meaningful analysis and accurate reporting of Continuums of Care data.
- Data quality shall be a concern of highest importance and all members of Continuums of Care will work to continuously improve quality.
- Quality assurance shall be the ultimate responsibility of each Partner Agency's Executive Director.
- TCHSCINC will provide Exception Reports to the Partner Agency Technical Coordinator who is designated by the Partner Agency Executive Director.
- The Partner Agency that creates a client record owns the responsibility for a baseline of data quality to include: non-duplication of client record, Release of Information (ROI), Universal & Program level data elements as defined by HUD Data Standards, up-to-date Program Entries and Exits, and answers to the questions, "Currently Homeless?" And "Chronically Homeless?"
- Each Partner Agency that comes in contact with a client has an opportunity to improve data quality and should make every effort to do so when that opportunity arises.
- Each Partner Agency has agreed to and is responsible for collecting and entering all of the data elements on TCHSCINC Standardized Intake Form, whether required by HUD or not.
- The Continuums of Care will decide on a plan to dispose of (or remove identifiers from) client data seven (7) years after it was created or last changed.

## Procedures

- Refer to HUD Data Standards and Clienttrack online help guide for specific data entry guidelines.
- TCHSCINC will assist each Partner Agency with printing reports and achieving Universal Data Quality, and provide the training necessary in order for the Partner Agency to report to the appropriate parties within the agency.
- The Partner Agency Technical Coordinator will share data with authorized personnel only (those with HMIS authorization).
- Partner Agency Technical Coordinator will be responsible for reviewing the Data Quality reports and notifying users to make corrections, within one week.
- Partner Agency Technical Coordinator will inform the HMIS System Administrator if there are any technical issues by utilizing the help function in the HMIS system.
- TCHSC will provide reports to the Partner Agency Technical Coordinator to verify data and to correct data quality issues.

## Release and Disclosure of Client Data

### Policies

- Client-specific data from HMIS may be shared with Partner Agencies only when the sharing agency has secured a valid Release of Information from that client authorizing such sharing, and only during such time that Release of Information is valid (before its expiration). Other non-HMIS

inter-agency agreements do not cover the sharing of HMIS data.

- Partner Agencies must obtain a new signed Release of Information (ROI) and enter it into HMIS if the client's original release has expired.
- The client file will be shared as indicated on the client consent.
- Sharing of client data may be limited by program specific confidentiality rules.
- No client-specific data will be released or shared outside of the Partner Agencies unless the client gives specific written permission or unless withholding that information would be illegal (see Release of Information). Note that services may NOT be denied if client refuses to sign Release of Information or declines to state any information.
- Release of Information must constitute INFORMED consent. The burden rests with the intake counselor to inform the client before asking for consent. As part of informed consent, a notice must be posted explaining the reasons for collecting the data, the client's rights, and any potential future uses of the data. An example of such a sign for posting may be found at [www.tchelpspot.org/HMIS1](http://www.tchelpspot.org/HMIS1) under forms.
- Client shall be given a print out of all data relating to them upon written request and within 10 working days.
- A report of data sharing events, including dates, agencies, persons, and other details, must be made available to the client upon request and within 10 working days.
- A log of all external releases or disclosures must be maintained for seven (7) years and made available to the client upon written request and within 10 working days.
- Aggregate data that does not contain any client specific identifying data may be shared with internal and external agents without specific permission. This policy should be made clear to clients as part of the Informed Consent procedure.
- Each Partner Agency Executive Director is responsible for his or her agency's internal compliance with the HUD Data Standard.

## Server Security

### Policies

- ClientTrack will secure and keep secure the servers, both physically and electronically.

### Procedures

- All procedures for maximizing Server Security are the responsibility of ClientTrack.

## Server Availability

### Policies

- The Data Systems International will strive to maintain continuous availability by design and by practice.
- Necessary and planned downtime will be scheduled when it will have least impact, for the shortest possible amount of time, and will only come after timely communication to all participants.
- The Data Systems International is responsible for design and implementation of a backup and recovery plan (including disaster recovery).

## Procedures

- A user should immediately report unplanned downtime to his or her Partner Agency Technical Coordinator.
- All other procedures for maximizing server availability, recovering from unplanned downtime, communicating, and avoiding future downtime are the responsibility of the HMIS System Administrator.

## Workstation Security

### Policies

- The Partner Agency Technical Coordinator is responsible for preventing degradation of the whole system resulting from viruses, intrusion, or other factors under the agency's control.
- The Partner Agency Technical Coordinator is responsible for preventing inadvertent release of confidential client-specific information. Such release may come from physical or electronic or even visual access to the workstation, thus steps should be taken to prevent these modes of inappropriate access (that is, don't let someone read over your shoulder: lock your screen).
- All workstations to be used with HMIS must be secured by a firewall between the workstation and the internet. Software firewalls are acceptable.
- Recommended Internet connection: DSL or Cable Modem, at least 1Mb.
- Recommended Browser: latest release of Internet Explorer version 7 or higher.
- Definition and communication of all procedures to all Partner Agency users for achieving proper agency workstation configuration and for protecting their access by all Agency users to the wider system are the responsibility of the Partner Agency Technical Coordinator.

### Procedures

- At a minimum, any workstation accessing the central server shall have anti-virus software with current virus definitions (24 hours) and frequent full-system scans (weekly).

## Training

- The Partner Agency Executive Director shall obtain the commitment of the Partner Agency Technical Administrator and designated staff persons to attend training(s) as specified in the Memorandum of Understanding (MOU) between Partner Agency and TCHSCINC.
- TCHSCINC will provide training in the following areas prior to using HMIS:
  - a. End user training
  - b. Confidentiality training

## Partner Agency Technical Coordinator Training

- Training will be done in a group setting, where possible to achieve the most efficient use of time and sharing of information between agencies. Training will include: End user training, Running reports, and Data Quality

## Follow-up Training

- TCHSCINC will provide follow-up training with each Partner Agency to ensure that the Partner Agency becomes proficient in the use of HMIS.

## On-going Training

- TCHSCINC will provide regular training for the Continuum of Care, as needed. The areas covered will be: Technical Training, End User Training, and Confidentiality Training
- Additional training classes will be provided as needed. Tutorials are available on the agency website: [tchelpspot.org](http://tchelpspot.org)

## Compliance

### Policies

- Compliance with these Policies and Procedures is mandatory for participation in HMIS.
- Using the Clienttrack software, all changes to client data are recorded and will be periodically and randomly audited for compliance.
- Each Partner Agency is responsible for ensuring they meet the Privacy and Security requirements detailed in the HUD HMIS Data and Technical Standards. Annually, Partner Agencies will conduct a thorough review of internal policies and procedures regarding HMIS.

### Procedures

- See "Project Participation" and "User Authorization" sections for procedures to be taken for lack of compliance.
- The HMIS System Administrator, or a designee, will send out (via email or mail) the Agency/Site Data Standards Compliance Checklist and a Certificate of Compliance to each Partner Agency Technical Coordinator/Contact Person.
- The Partner Agency Technical Coordinator, or a designee, will conduct a review of each site where HMIS is used using the HMIS Data Standards Compliance Checklist as a guide.
- If areas are identified that require action, the Partner Agency Technical Coordinator, or designee, will note these on the checklist, and corrective action will be implemented within one month.
- Once all action items are addressed, the Certificate of Compliance is to be signed by the Partner Agency Executive Director, or a designee, and returned to TCHSC INC no later than May 31<sup>st</sup> of the review year.

## Technical Support

### Policies

- Support requests include problem reporting, requests for enhancements (features), or other general technical support.
- Users shall submit support requests to the HMIS Administrator (email is suggested).
- Users shall not, under any circumstances, submit requests to software vendor.
- TCHSCINC will only provide support for issues specific to HMIS software and systems.

### Procedures

- User encounters problem or originates idea for improvement to system or software.
- User creates support request via email sent to Partner Agency Technical Administrator specifying the severity of the problem and its impact on their work, specific steps to reproduce the problem, and any other documentation that might facilitate the resolution of the problem. User shall also provide contact information and best times to contact.
- The Partner Agency Technical Administrator, upon receipt of a support request, shall make reasonable attempts to resolve the issue.
- If the Partner Agency Technical Administrator is unable to resolve the issue and determines that the problem is specific to HMIS software and systems, the Partner Agency Technical Administrator shall consolidate multiple similar requests and submit a Partner Agency Support Request by following the instructions found on the <http://www.tchelpspot.org> website.
- Note: If the Support Request is deemed by HMIS System Administrator to be an agency-specific customization, resolution of the request may be prioritized accordingly. TCHSCINC reserves the right to charge on an hourly basis for these changes if/when the workload for such agency-specific customizations becomes burdensome.
- The HMIS System Administrator may at this point determine that the cause of reported issue is outside the scope of control of the HMIS software and systems.
- The HMIS System Administrator will consolidate such requests from multiple Partner Agencies, if appropriate, and strive to resolve issues according to their severity and impact.
- If the HMIS System Administrator is unable to resolve the issue, other software or system vendor(s) may be included in order to resolve the issue(s).
- In cases where issue resolution may be achieved by the end user or other Partner Agency personnel, the HMIS System Administrator will provide instructions via email to the Partner Agency Technical Administrator.



## Changes to This and Other Documents

### Policies

- The TCHSCINC HMIS Committee will guide the compilation and amendment of these Policies and Procedures.

### Procedures

- Proposed changes may originate from any participant in HMIS.
- When proposed changes originate within a Partner Agency, they must be reviewed by the Partner Agency Executive Director, and then submitted by the Partner Agency Executive Director to the HMIS System Administrator for review and discussion.
- HMIS System Administrator will maintain a list of proposed changes.
- The list of proposed changes will be discussed by the TCHSC INC Committee, subject to line item excision and modification. This discussion may occur either at a meeting of the TCHSC Committee, or via email or conference call, according to the discretion and direction of the TCHSC Committee Chairperson.
- Results of said discussion will be communicated, along with the amended Policies and Procedures. The revised Policies and Procedures will be identified within the document by the date of the TCHSC Committee discussion.
- Partner Agencies Executive Directors shall acknowledge receipt and acceptance of the revised Policies and Procedures within 10 working days of delivery of the amended Policies and Procedures by notification in writing or email to HMIS System Administrator. The Partner Agency Executive Director shall also ensure circulation of the revised document within their agency and compliance with the revised Policies and Procedures.

## 6. Other Obligations and Agreements

### HMIS HUD Grants and User Licenses

The current HUD grant for HMIS provides for a limited number of user licenses. While it may not be possible to meet every agency's full requirements for licenses within the HUD grant to TCHSC INC, the Executive Director will endeavor to ensure that every agency participating will have their minimum requirements met from the HUD grant for the first 2 years of the project. As of Sept 1, 2010 any new users or Partner Agencies wanting to participate in HMIS shall incur a fee of 600.00 yearly per license.

### HUD HMIS Data Standards

This document should, at a minimum, reflect the baseline requirements listed in the HMIS Data and Technical Standards Final Notice, published by HUD in March 2010. Users of HMIS are required to read and comply with the HMIS Data and Technical Standards. Failure to comply with these standards carries the same consequences as failure to comply with these Policies and Procedures. In any instance where these Policies and Procedures are not consistent with the HMIS Standards from HUD, the HUD Standards take precedence. Should any inconsistencies be identified, notice should be made to the System Admin by email: [hmis@outlook.com](mailto:hmis@outlook.com).

## HUD HMIS Data Standards

For agencies or programs where HIPAA applies, HIPAA requirements take precedence over both the HUD HMIS Data Standards and these policies and procedures.

### 7 Forms Control

All forms required by these procedures are available in pdf format on the project website:

[www.tchelpspot.org](http://www.tchelpspot.org).

#### Filing of Completed Forms

<b>Description</b>	<b>Location</b>	<b>Responsibility</b>
Memorandum of Understanding	HMIS Data File	Project Manager
Administrator Agreement	HMIS Data File	Project Manager
End User Agreement	HMIS Data File	Project Manager
Standardized Intake form	Client File	Agency Staff
Client Consent for Data Collection (Release of Information)	Client File	Agency Staff



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## **TCHSC INC HMIS Memorandum of Understanding Participating Agencies**

### **Treasure Coast Homeless Services Council will:**

- Oversee and coordinate all aspects of the HMIS Project's implementation and development;
- Serve as the primary contact with the HMIS vendor (ClientTrack)
- Monitor ClientTrack's performance under their contract with TCHSC;
- Provide ongoing training on the use of ClientTrack;
- Oversee system administration especially as it relates to external security protocols;
- Provide support to and function as a resource to each Participating Agency.

### **Each agency participating in TCHSCINC HMIS will appoint at least one person to serve as the Site Technical Coordinator for the agency. This person will:**

- Oversee all agency staff who have access to or generate client level data;
- Permit only those staff who are certified by TCHSC or the local systems administrator to use Clienttrack and authorize as Clienttrack users only those staff who need access to the system for data entry, editing of client records, viewing of client records, report writing, administration or other essential activities related to the use of Clienttrack;
- Ensure that each end user has read the TCHSCINC-HMIS Policies and Procedures Manual, signed the End-User Agreement, and is in compliance with the policies and procedures;
- Ensure that each user has his/her own Clienttrack license;
- Assume responsibility for the integrity and protection of client-level data entered at their site;
- Ensure to the extent possible that all data is entered accurately and on time;
- Notify TCHSC of changes in license assignments;
- Maintain agency computer equipment and access to the internet.
- Inform all users at their agency of the following:

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"Users are any persons who use the Clienttrack software for data processing services. They must be aware of the data's sensitivity and take appropriate measures to prevent unauthorized disclosure. Users are responsible for protecting institutional information to which they have access and for reporting security violations. Users must comply with the policies and standards of the agency as they relate to security and confidentiality of the data. Users are legally accountable for their actions and for any actions undertaken with their usernames and passwords." TCHSCINC-HMIS Policy

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TCHSC and the Participating Agency and Programs agree that their mutual participation in TCHSCINC-HMIS will cause each party to possess information that is confidential and which, in some cases, may be subject to special protections under state and federal law.

**Confidentiality Obligations.** The Participating Agency agrees to hold all client information which is disclosed or entered into the TCHSCINC-HMIS confidential. The Participating Agency agrees to take all reasonable steps to ensure that the confidential information is not disclosed or distributed by its Board members, employees, or volunteers to a third party, except as permitted by signed consent. The Participating Agency agrees, unless required by law, not to make such confidential



**TREASURE COAST HOMELESS SERVICES COUNCIL, INC.**

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information available in any form to any third party for any purpose other than for the implementation of and participation in the TCHSCINC- HMIS Project.

The Participating Agency will only have access to client-identifying data that has been expressly released by the client, as noted in the electronic case record. In addition to documentation in the client's electronic record, authorization to release information shall be established through a written, signed "Consent Form" and "Release of Information Form" to be obtained by the Agency from the client and retained in the Agency's files.

TCHSC will have access to all client information that has been entered into TCHSCINC-HMIS and agrees to maintain the security and confidentiality of such information as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act ("HIPAA"), the regulations promulgated thereunder, and applicable state law. TCHSC shall not use protected health information or any other confidential information for any other purpose except that of managing and administering the TCHSCINC-HMIS.

Indemnification. The Participating Agency agrees to indemnify, defend and hold harmless TCHSC against all losses, expenses, damages and costs arising out of the agency's participation in TCHSCINC-HMIS, excluding incidents of negligence and willful malfeasance.

TCHSC agrees to indemnify, defend and hold harmless the Participating Agency against all losses, expenses, damages and costs arising out of TCHSC's participation in TCHSCINC-HMIS, excluding incidents of negligence and willful malfeasance.

No Warranty. TCHSC's coordination of TCHSCINC-HMIS, including without limitation all services, functions, materials, content and information, is provided "as is" without warranties of any kind, either express or implied.

Liability. In no event will TCHSC Board members or employees be held liable for interruptions of services related to the use or inability to use Clienttrack or TCHSCINC-HMIS, or for the transmission of inaccurate information or a breach of security and/or confidentiality resulting from any malfunction of hardware or electronic communications system.

Neither shall the Participating Agency or its Board members, staff, or volunteers be held liable for interruptions of services related to the use or inability to use Clienttrack or TCHSCINC-HMIS, or for the transmission of inaccurate information or a breach of security and/or confidentiality resulting from any malfunction of hardware or electronic communications system.

Release. The Participating Agency agrees to and does hereby release TCHSC from any and all liability related to TCHSC's performance under the MOU or the TCHSCINC-HMIS Project.

TCHSC agrees to and does hereby release the Participating Agency from any and all liability related to the TCHSCINC-HMIS agency's performance under the MOU or the TCHSCINC-HMIS Project.



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**TCHSCINC-HMIS Memorandum of Understanding- Signature Page  
TCHSC and Participating Agencies**

**By signing below I agree to the stipulations of this Memorandum of Understanding, and agree that my agency will abide by the TCHSCINC-HMIS Policies and Procedures Manual.**

**Executive Director of Treasure Coast Homeless Services Council, Inc.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

**Executive Director of Participating Agency**

Executive Director's Signature \_\_\_\_\_ Date \_\_\_\_\_

Email of Executive Director \_\_\_\_\_

Print Name \_\_\_\_\_

Name of Agency \_\_\_\_\_

Mailing Address \_\_\_\_\_

Agency Programs Covered by MOU (Please write the names of the programs as they should appear in TCHSCINC-HMIS) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Site Technical Coordinator \_\_\_\_\_

Title of Site Technical Coordinator \_\_\_\_\_

Email of Site Technical Coordinator \_\_\_\_\_



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## HMIS END USER AGREEMENT

Agency Name: \_\_\_\_\_ User Name: \_\_\_\_\_

### User Policy

HMIS End Users will comply, to the best of their ability, with both the policies and procedures of their organization and those of the TCHSC HMIS. As guardians of personal data, TCHSC HMIS users have a moral and legal obligation to ensure that the data they collect is being collected, accessed and used appropriately. It is also the responsibility of each user to ensure that client data is only to assist clients in our community to resolve their housing crisis. Proper user training, adherence to the HMIS Policies and Procedures Manual, and a clear understanding of client confidentiality are vital to achieving these goals.

### Client Confidentiality Includes:

- A client consent form must be signed by each client whose data is entered into HMIS.
- Client consent may be revoked by the client at any time through a written notice.
- No client may be denied services for failure to provide consent for HMIS data collection.
- Clients have a right to inspect, copy and request changes in their HMIS records.
- HMIS Users may not share client data with individuals or agencies that have not entered into an HMIS Agency Agreement with TCHSC without obtaining written permission from the client.
- Excluding information shared in the client profile, HMIS Users may not share client data with any Participating Agency that is not specified in their Agency's HMIS Agency Agreement without obtaining written permission from the client.
- HMIS Users will maintain HMIS data in such a way to protect against revealing the identity of clients to unauthorized agencies, individuals or entities.
- Any HMIS User found to be in violation of the HMIS Policies and Procedures or the points of client confidentiality in this User Agreement may be denied access to the HMIS system.

### **I affirm the following:**

1. I have received training to show me how to utilize the HMIS system.
2. I have read and will abide by all policies and procedures of the HMIS Policies and Procedures Manual.
3. I will maintain the confidentiality of client data in the HMIS as outlined about and in the HMIS Policies and Procedures Manual.
4. I will only collect, enter and extract data in the HMIS relevant to the delivery of services to people experiencing a housing crisis in our community.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date